

Parcel No. 61-23
Job No. CWO 11-6155-41
Draft No. _____
Structures No. _____

IOWA POWER
TRANSMISSION LINE
EASEMENT

State of Iowa
County Madison
Township 76N
Range 26W
Section 12

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Helen Patricia Bacon

and the undersigned Tenant(s) _____

for and in consideration of one and no/100 dollars (\$ 1.00) do hereby grant to Iowa Power Inc., an Iowa corporation, its successors and assigns, an easement for the purpose of and including the right to construct, reconstruct, maintain, operate, enlarge, repair, locate, and remove and replace wires and cables for the transmission of electric energy, and for communications purposes, and any poles, structures, foundations and other equipment incidental thereto, (hereinafter collectively referred to as the "Line") upon, over, along, and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, reconstructing, maintaining, operating, enlarging, repairing, locating, and removing and replacing the Line, the right to trim or remove (with reasonable care) such trees or other vegetation as may interfere with the proper maintenance and operation of the Line, and the right to remove from the strip of land specifically described below any obstruction, including buildings, fences, and other structures, which interfere with the maintenance and operation of the Line, and including but not limited to the right to sell, lease, apportion or subdivide its rights (or any part thereof) hereunder. Iowa Power Inc. agrees that it will repair or pay for any damage to crops, fences, or other property of the undersigned caused by the construction, reconstruction, maintenance, operation, enlargement, repair, location, or removal and replacement of the Line, except any obstructions placed subsequent to the granting of this easement. Grantors agree that they will not construct or place any buildings, structures, plants, or other obstructions on the property described below which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Line.

The Northeast Fractional Quarter (NE Fr. 1/4) of the Southeast Fractional Quarter (SE Fr. 1/4) in section Twelve (12), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

The transmission line easement will consist of the following:

That part of a strip of land 150 feet in width across the above described property, the centerline of said 150 foot strip is more particularly described as follows:

Commencing at the NW corner of the NE 1/4 of the SE 1/4 of Section 12, T76N, R26W of the 5th Principal Meridian; thence southerly along the west property line 150 feet more or less to the intersection of said west line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning; thence northeasterly along the centerline of said transmission line 365 feet more or less to a point on the north property line which is also the point of termination, said termination point is 310 feet more or less easterly of the NW property corner, all being in Madison County, Iowa.

This easement is intended to cover multiple circuits within the described easement strip as shown on the attached Exhibit A and by this reference made a part hereof.

STATE OF IOWA,
MADISON COUNTY,

Inst. No. 3314 Filed for Record this 31 day of May 19 94 at 1:20 PM
Book 133 Page 20 Recording Fee \$ 16.00 Michelle Ulmer, Recorder, By Shirley H. Hennep Deputy

Iowa Power Inc., its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until the full consideration is paid as hereinafter provided.

The undersigned acknowledges payment of _____ dollars (\$ _____) hereunder, and it is agreed that if the balance of the stated consideration, \$ _____, is paid to the undersigned within _____ days from date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors and assigns, and shall terminate upon the permanent removal or abandonment of the line. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the grantor and both parties shall be released from all further obligation hereunder.

THE UNDERSIGNED SHALL HAVE THE STATUTORY RIGHT UNDER IOWA CODE CHAPTER 478 TO CANCEL THIS AGREEMENT BY MAILING A "NOTICE OF CANCELLATION" TO IOWA POWER INC. BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY IOWA POWER INC. WITHIN SEVEN (7) DAYS, EXCLUDING SATURDAY AND SUNDAY, TO BE EFFECTIVE.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS WRITTEN INFORMATION ON THE RIGHT TO CANCELLATION PRIOR TO EXECUTION OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE FORM, IN DUPLICATE, THAT CAN BE USED TO GIVE NOTICE OF CANCELLATION TO IOWA POWER INC.

Dated at Boones, Iowa this 5 day of May, 1994

Helen Patricia Bacon
Helen Patricia Bacon

SS _____

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Boone) SS

On this 5th day of May, A.D. 1992, before me, a Notary Public in and for the said County and State, personally appeared Wendy Patricia Bacon

_____ to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Paula Webb
Notary Public in the State of Iowa

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, A.D., 19 _____, before me, a Notary Public in and for the said County and State, personally appeared _____

_____ to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ voluntary act and deed.

Notary Public in the State of Iowa

MORTGAGEE'S CONSENT

STATE OF _____)
COUNTY OF _____) SS

TO IOWA POWER INC.

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____, 19____, recorded in the Recorder's Office of _____ County, Iowa, in Book _____, page _____, as Document No. _____, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated _____

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA)
COUNTY OF _____) SS

On this _____ day of _____, A.D., 19____, before me, a Notary Public, personally appeared _____

_____ to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ voluntary act and deed.

Notary Public in the State of Iowa

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF _____) SS

On this _____ day of _____, A.D., 19____, before me, a Notary Public in and for said County, personally appeared _____ and _____

_____ to me personally known, who being by me duly sworn, did say that he is (are) (respectively) the _____ and _____ of said _____

(that the seal affixed to said instrument is seal of said) (that no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said _____ and _____ acknowledged the execution of said instrument to the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

Notary Public in the State of Iowa

EXHIBIT "A"

R-26W

E 1/4 CORNER, SEC 12

1320'

310'

150'

365'

150' WIDE TRANSMISSION
LINE EASEMENT

1320'

Helen Patricia Bacon

SECTION 12 R-26W

SECTION 7 R-15W

T-76N

NE 1/4, SE 1/4

1320'

LEGAL DESCRIPTION

The Northeast Fractional Quarter (NE Fr. 1.4) of the Southeast Fractional Quarter (SE Fr. 1/4) in Section Twelve (12), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,



NORTH

10-13-90

IOWA POWER INC.

PROPERTY PLAT
SECTION 12, T-76 N, R-26 W

DRAWN BY: RAL

DATE: SEPT. 1990

CHECKED: RAE

SCALE 1" = 200'

APPROVED

#61-23

APPROVED